

# Contracts of Employment and the Influence of Class in the First Thirty Years of the Livingstonia Mission

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The story is well known of how Robert Laws, a young man of 24 and a member of the U.P. Church, was appointed as Medical Officer and second in command of the expedition to Central Africa which was being planned by the Free Church in the spring of 1875. James Stewart of Lovedale was the begetter of the whole idea and the one who suggested the name "Livingstonia Mission", to commemorate the work of Livingstone and to continue what he had begun.

Laws had left school at the age of 12, but after five years as an apprentice cabinet-maker he qualified for entrance to King's College, Aberdeen, and proceeded to take degrees in both Arts and Medicine, as well as attending the Divinity Hall of the U.P. Church in Edinburgh. If it surprises us that he was able to combine Divinity with Medicine in this way, it has to be remembered that up to 1875 the U.P. College was in session for only two months in the late summer and early autumn of each year, the training of a divinity student being continued in between college sessions by a number of exercises set by his presbytery.<sup>1</sup>

The Mission Board of the U.P. Church not only agreed to second Robert Laws to the Free Church, to serve with the Livingstonia Mission for two years, but also undertook, with the assistance of the Laing Trustees, to pay him a salary of £300 per annum.<sup>2</sup> Laws had had a struggle to pay his way through college, even although in his later years at university, his father had established a business of his own which employed three men, one woman, and three boys.<sup>3</sup> But, from the moment of his appointment to the Livingstonia Mission, Laws must be regarded as one who was well paid by the standards of his day. In St Nicholas Lane U.P. Church, to which Laws belonged, the stipend at that period was £300 p.a.,<sup>4</sup> only one congregation in the U.P. Presbytery of

<sup>1</sup> P. Landreth, *The U.P. Divinity Hall* (Edinburgh, 1876), 288, 299.

<sup>2</sup> National Library of Scotland [NLS], MS. 7654/882, U.P. Church Foreign Mission Committee [F.M.C.], Minutes, 23 Feb. 1875.

<sup>3</sup> Census Returns, 1871, Aberdeen Cen. 168<sup>1</sup>/14.

<sup>4</sup> *Church and University Almanac*, (1882).

Aberdeen having a higher stipend. The minimum stipend in the U.P. Church at that time would appear to have been £180.<sup>5</sup>

The leader in charge of the whole expedition was a naval man, Warrant Officer E. D. Young, whose name was well known since he had been in charge of the expedition, promoted by the Royal Geographical Society and assisted by government finance, which was sent out to East Africa in 1867 to find out the truth or otherwise of rumours about the death of Livingstone. Young had carried out the necessary investigations satisfactorily and reported that the rumours then current were quite untrue.<sup>6</sup>

By 1875 Young was living at Lydd, in Kent, and was the coastguard at Dungeness. He was in receipt of a pension from the Admiralty. Dr James Stewart and Dr Mitchell, Secretary of the Free Church Foreign Mission Committee, persuaded Young to return to active service and undertake the leadership of what was, in the first instance, very much a pioneering expedition. In agreeing to release Young for two years the Admiralty stated that, whereas the committee was to be responsible for his salary during that time, these years would nevertheless count towards his pension.<sup>7</sup> One can but commend the wisdom of the original Livingstonia committee in putting such a man as E. D. Young in charge and in having among the seven original members of staff only one ordained man, and six laymen. Of these six, two were from the Navy, two were engineers, one was an agriculturist and one a carpenter.<sup>8</sup> (By contrast, of the party of seven sent out by U.M.C.A. in 1859, under Bishop Mackenzie, three were ordained men.<sup>9</sup>)

E. D. Young's photograph features in the *Illustrated London News* of 12 June 1875, and reveals a face of considerable force of character. He has a large nose and a firm mouth, with lips that form a slight cupid's bow. He has no moustache and no hair on his chin, but he sports a luxuriant growth of side-whiskers. The photograph is sub-titled "Mr E. D. Young, Commander of the Expedition to Lake Nyassa".<sup>10</sup> Young's salary was to be £350 p.a. and his contract was for two years.<sup>11</sup> At the end of that time, Stewart of Lovedale took over from him at Cape Maclear for a limited period and Young returned home amid considerable public acclaim. Before taking up his work as coastguard again he spoke about the Livingstonia expedition "in the more important towns of

<sup>5</sup> *Ibid.*

<sup>6</sup> E. D. Young, *The Search for Livingstone* (London, 1868).

<sup>7</sup> NLS, MS. 7870/1, Admiralty to Dr Stewart, 22 Dec. 1874.

<sup>8</sup> *East Central Africa-Livingstonia* (2nd edition, published by Free Church, 1876), 9, 13.

<sup>9</sup> A. E. M. Anderson-Morshead, *History of the Universities Mission (1859-1896)* (London, 1897), 9.

<sup>10</sup> *Illustrated London News*, 12 June 1875 [At Colindale].

<sup>11</sup> NLS, MS. 7748/398, R. Young to E. D. Young, 13 May 1875.

Scotland, communicating information and stirring up interest",<sup>12</sup> and the business men, who were the dominant force in the Livingstonia sub-committee, promoted a testimonial for him which brought in £700.<sup>13</sup> It may be mentioned here, for the sake of convenience, that when Young finally retired as a coastguard in 1891 a further sum of between £300 and £400 was raised for him by public subscription.<sup>14</sup> He had done a good job, and certainly he was generously rewarded.

It will be seen that E. D. Young, who was in charge of the original expedition, and Robert Laws, who was second in command for the first two years, were both treated generously. As regards social class, both would have to be categorised as "working class" in terms of their origins, Laws being the son of an employed cabinet-maker, and one who had himself been apprenticed to that trade, and E. D. Young being a warrant officer, not a commissioned officer, of the Royal navy. But each of them, in different ways, had by individual achievement, proved "upwardly mobile", and in the Livingstonia Mission their conditions of employment, like those of doctors and ministers generally on the mission staff, are much better than those of the group of employees who are known broadly as "artisans", and to whom we must now turn our attention.

The salaries paid to the other five in the original Free Church party (leaving aside Henderson of the Established Church who travelled with them) were on a much lower level than those paid to either E. D. Young or Dr Laws. Contracts of employment for members of this group do not seem to have survived but a blank "Memo of Agreement", with no names included is to be found among Livingstonia Mission papers for 1876.

Suggested salaries for people with different qualifications are written in as follows:

|   | 1st<br>Year | 2nd<br>Year | 3rd<br>Year | 4th<br>Year | 5th<br>Year |
|---|-------------|-------------|-------------|-------------|-------------|
| Agriculturist                           | £100        | £100        | £110        | £120        | £130        |
| (if better educated<br>or other reason) | £110        | £110        | £120        | £130        | £140        |
| Carpenter                               | £110        | £110        | £120        | £130        | £140        |
| Teacher                                 | £130        | £130        | £140        | £150        | £160        |

An advance of some £20 to £30 towards a man's outfit allowance was permitted, and was repaid by deduction from salary over the first two years of contract.

In the case of W. Baker, the seaman, who came from

<sup>12</sup> NLS, MS. 7749/206, R. Young to Mrs Baker, 15 March 1877.  
<sup>13</sup> NLS, MS. 7872/138, J. Cowan of Beeslack to R. Young, 16 Aug. 1877.  
<sup>14</sup> NLS, MS. 7899, Minutes of Livingstonia Sub-Committee, 16 Dec. 1891.

Winchelsea, it is known that he was to receive £100 p.a. He was, however, expecting a pension from the Admiralty in recognition of past services, and it had been agreed that if this were paid to him, then the Livingstonia committee would give him only £80 p.a.<sup>15</sup>

It is fair to say that neither an engineer, a carpenter nor an agriculturalist working in Scotland at this time would have been likely to earn anything like as much as the salaries mentioned. Indeed, the average real income of higher skilled manual labourers about this time was £47 2s. p.a., with lower middle-class incomes running at some £50 p.a., calculations which T. C. Smout has based on the work of R. D. Baxter *National Income of the U.K.* (1867), which claims that only some 8 per cent of the total of "productive persons" in Scotland at this time earned £145 or more annually.<sup>16</sup>

But Central Africa was a long way off in those days, conditions of life were likely to be hard, and those going there were exposing themselves to dangers known and unknown. It was desirable that the call to missionary service should be supported by financial inducements greater than were available at home.

When John Gunn, the agriculturist from Caithness, and Robert Ross, engineer and blacksmith from Govan, went out with the first reinforcing party in 1876, R. McClure, secretary of the Glasgow sub-committee, wrote on 13 April of that year to Robert Young of the F.C.F.M.C. mentioning their appointment at £100 per annum, for three years, plus outfit and passage allowance. There was some uncertainty on the part of the committee as to whether, in their first year, artisans on the staff were entitled to free rations or simply to rations at cost price from the mission store.<sup>17</sup>

So far as John Gunn is concerned, his actual contract of employment survives, and is in fact the earliest of over 50 such documents which are to be found in the Malawi National Archives at Zomba. Gunn's contract was signed by himself and by Alexander Duff, the veteran Indian missionary who was at that time convener of the F.C. F.M. Committee. The contract was for three years, but curiously enough, for the date is 29 April 1876 just over a fortnight later than the committee meeting mentioned, the salary was stated to be at the rate of £120 p.a., for three years. Rations were to be free for the first year. The salary was to be "open for revision after one year when the committee has heard from E. D. Young or Dr Stewart or whoever may be head of the mission".<sup>18</sup>

<sup>15</sup> NLS, MS. 7904/17 (Memo of Agreement), and MS. 7749/391, R. Young to W. Baker, 9 Oct. 1877.

<sup>16</sup> T. C. Smout, *A Century of the Scottish People, 1830-1950* (London, 1986), 111.

<sup>17</sup> NLS, MS. 7871/119, R. McClure to R. Young, 13 April 1876.

<sup>18</sup> Zomba, Malawi National Archives [MNA], MS. L1.1/1/2/1/11(c).



It also emerges from the minutes of the Livingstonia sub-committee of 10 December 1879, that by then Gunn was to be offered £20 p.a. more (than what is not stated) were he to be willing to remain with the mission for a further period of service, note being taken of Dr Laws' "high testimony" to Gunn's character.<sup>19</sup> Gunn did remain at Livingstonia but, sadly, died of fever and dysentery on 1 April 1880, his death being reported to the sub-committee on 22 July of that year.<sup>20</sup> Gunn's grave is one of the five graves at Cape Maclear. It may be observed in passing that when the reinforcing party travelled out in 1876 the Rev. William Black, who was a doctor as well as a minister travelled first class at a cost to the committee of £34 13s., while John Gunn travelled second class, along with Ross the engineer and Miller the weaver, the cost of each second class passage being £23 2s.<sup>21</sup>

The only other contract of employment with a European which has come to light from as early as 1876 is one entered into at Lovedale, on 4 July of that year, in which the seaman Thomas Crooks, writing in the first person, undertook to serve for three years, for a salary of £6 per month, plus food, in the first year, and for £100 per annum, without food, in subsequent years, the contract to commence on 5 July. He was to have free passage to Quillimane and back. To this document Thomas Crooks set his mark. Crooks, however, did not prove entirely satisfactory and on 12 September 1877, in the presence of F. Elton, the consul, he consented to the cancellation of his contract and accepted passage to Quillimane "as soon as I can be replaced by an 'A.B.'".<sup>22</sup>

The other contracts of employment which survive at Zomba straddle the years from 1880 to 1903. Between these dates over 60 members of staff were appointed, some 20 being ministers or doctors (or both) and more than 40 artisans of one kind or another, teachers or nurses. There were also, it will be remembered, some African evangelists from Lovedale, five in all over a period of years.

An example of the type of contract normal in the 1880s is forthcoming in the contract of Peter McCallum, who had already given six years' service as a carpenter beginning in 1881. On 3rd March 1887, in a document of ten paragraphs, very similar to the "blank Memo" referred to earlier, but written in the first person, Peter McCallum committed himself to a further period of service. The terms are as follows:

1. He was to sail in May, and serve for five years, with a possible break after three on payment of his own passage home.

<sup>19</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 10 Dec. 1879.

<sup>20</sup> *Ibid.*, 22 July 1880 and 21 Sept. 1880.

<sup>21</sup> NLS, MS. 7871/162.

<sup>22</sup> MNA, MS. LI.1/1/2/11g.

2. He was to devote his whole time and attention to the work of the Mission.

3. The Mission would pay his passage to South Africa, second class, and provide first class passage from South Africa to Quillimane. His salary was to be £150 for the first three years and £160 for the next two if he were single. If married he would receive £175 for three years and then £180 for years four and five.

4. The Mission would make him an advance of £40 for his outfit, to be repaid by deduction from his salary over two years.

5. His five years of service would run from the date of sailing "till the day I cease duties in Africa for the mission, when my salary shall cease". From the date of sailing until he commenced his duties in Africa he would be on half-salary, which seems hard when the whole journey was going to take some four or five months.

6. On satisfactory completion of his term of service, the Mission would pay his passage first class to the Cape and second class from there home.

7. The Mission might terminate his contract by giving him three months' notice "without any reason assigned" and on payment of his passage home.

8. "Should those in charge consider me disobedient, guilty of neglect, faulty, or untrustworthy in personal conduct or in the duties of the Mission, they may dismiss me at once, on payment of salary due up to that date." No free passage home would be provided.

9. Ivory, game, minerals etc., would be the property of the Mission except for curios, as agreed by those in charge.

10. "It is understood that under overseers I am to do all in my power . . . to advance the civilisation of the people in whom I come in contact alike by example and precept, and to help the religious and moral teaching of the natives on all suitable opportunities."

The document is signed by Peter McCallum, in the presence of a witness, at Glasgow on 2 March 1887, and by George Smith, LL.D., who was then secretary of the F.C.F.M.C., in the presence of a witness, at Edinburgh on 3 March.<sup>23</sup> It will be seen that it is a very formal contract and that even in the case of one who had already given six years of good service the odds are stacked against the individual and in favour of the Mission committee.

Similar contracts were made in October 1880 between the Mission committee and George Fairly, appointed Master of the *Ilala* at a salary that commenced at £110 and rose after five years to £140, fairly to be transferrable to the African Lakes Company; and between the committee and James Sutherland, agriculturist, with a salary rising over four years from £100 to £120, plus £25 in

<sup>23</sup> *Ibid.*, MS. LI.1/1/2/11(c)

lieu of rations. In 1885 and 1886, contracts were signed between the committee and George Rollo, Maurice McIntyre and John B. McCurrie, teachers. McCurrie and McIntyre were to receive £130 in the first year, rising to £160 in their fifth year. Rollo, starting also at £130, was to rise to £170 in his fifth year. That different rates were to be payable to different teachers is confirmed by the minutes of the Livingstonia sub-committee.<sup>24</sup> In 1886, Robert Gossip was appointed as a bookkeeper on a salary scale of £130 to £160, and Hugh Mackintosh, carpenter, on a scale of £110 to £140 over the five years of the normal contract.<sup>25</sup> From the later part of 1885 printed memos of agreement were more frequently used instead of undertakings written in the first person by the candidates themselves. As a rule George Smith, as secretary, signed on behalf of the F.C.F.M.C.

One might have thought that the prospect of finding oneself unemployed in the heart of Africa and of having to pay one's own passage home would have been a sufficient deterrent to anyone contemplating a breach of contract with the Mission. Notwithstanding this, a further clause was inserted into the contracts from July 1892 onwards, laying it down that if either party were to be guilty of a breach of contract that party should pay to the other the sum of £100. The Mission Committee would not have found this hard to pay out of its annual budget but it represented the best part of a year's salary for one of the artisans. In 1894 a further clause was added to the form of contract stating that any difference arising between parties should be referred to the clerk depute of the General Assembly, "whose decision shall be accepted by both parties".<sup>26</sup>

The contracts prior to 1892 were normally signed by George Smith, as secretary of the F.M.C. but from then on they tended to be signed not only by George Smith but also by James Campbell White, who became chairman of the Glasgow committee in succession to his father, on 25 March 1884.<sup>27</sup> White, who was created Baron Overtoun in 1893, continued in office until his death in 1908. He died shortly before Robert Laws became moderator of the General Assembly of the U.F. Church and from the moderator's chair Dr Laws spoke most warmly of the personal interest which Lord Overtoun had taken in the Livingstonia Mission for a period of thirty years and of the many generous

<sup>24</sup> *Ibid.*, MS. LI.1/1/2/11(i); LI.1/1/2/11(c); LI.1/1/2/11(f); LI.1/1/2/11(h); and LI.1/1/2/11(g). Also NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 17 July 1885 and 3 Nov. 1885.

<sup>25</sup> MNA, MS. LI.1/1/2/11(g); and LI.1/1/2/11(i).

<sup>26</sup> *Ibid.*, MS. LI.1/1/2/11(c); and NLS, MS 7913 Minutes of Livingstonia Sub-Com., 12 July 1894, §18.

<sup>27</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 25 Mar. 1884.

financial contributions he had made to it.<sup>28</sup> Yet it was this same man who was pilloried by Keir Hardie in 1899 for the conditions under which he expected his employees to work at his chemical works at Shawfield.<sup>29</sup>

Keir Hardie's revelations produced a storm of protest among church people; but the protest was directed not against Lord Overtoun but against Keir Hardie who had dared to criticise so generous a supporter of good causes. Overtoun is an enigma. It seems to be an oversimplification to write him off simply as a hypocrite but there is no doubt that this man, to whom the Livingstonia Mission owed so much, including the Overtoun institution itself, had two very different sides to his character. For present purposes it is sufficient to note that the introduction of the "penalty clause" into the Livingstonia contracts would appear to coincide with the time when James White as chairman of the Glasgow committee began himself to sign the contracts along with George Smith. In fairness to Overtoun, however, it is possible that the solicitor, Robert McClure, secretary of the Glasgow committee, was mainly responsible for the inclusion of the "penalty clause".

W. Duff McGregor, and Roderick Macdonald, carpenters appointed on 21 July 1892, are the first found with the £100 penalty clause in their contracts,<sup>30</sup> and over the next ten years seven other new members of staff, together with Robert Gossip, Peter McCallum, William Thomson, Charles Stuart, George Aitken and Malcolm Moffat, all of whom had already completed a period of service at Livingstonia (in the case of McCallum, more than one period with a total of 11 years), had the £100 penalty clause in their contracts,<sup>31</sup> regardless of whether they were new appointments or re-appointments. There is one curious phrase in the contract, dated 18 June 1900, between the committee and William Sutherland, builder, who was to be paid at the rate of £80 p.a. until he reached Chinde (at the mouth of the Zambesi) and thereafter was to receive £120 p.a. The penalty clause for breach of agreement by either side was included but was stated to be "pactional not penal".<sup>32</sup>

Light is shed on this surprising phrase by a letter written by Robert McClure, who was mentioned above as being Secretary of the Glasgow committee, to Dr Laws in May 1892, in which he said that a penalty clause applicable to both parties was usual in agreements between master and servants. "The penalty is declared to be pactional not penal, which is the usual way in cases where

<sup>28</sup> *Scotsman* newspaper, 20 May 1908, p. 13.

<sup>29</sup> Keir Hardie, *Speeches and Writings (From 1888-1915)*, ed. Emrys Hughes (Glasgow, n.d.), 85ff.

<sup>30</sup> MNA, MS. LI.1/1/2/11(f).

<sup>31</sup> MNA, MS. LI.1/1/2/11(g); 1/1/2/11(f); 1/1/2/11(g); 1/1/2/1(i); 1/1/2/11(c); 1/1/2/11(d).

<sup>32</sup> MNA, MS. LI.1/1/2/1/11(i).



such clauses are used to enforce a fixed penalty and not for the purpose of reserving the right to pay damages". McClure himself was of opinion that the penal clause should be included in the agreements with ordained men as well as with artisans but this did not become the practice of the committee.<sup>33</sup> It is clear from what has been said that the Glasgow committee of the Livingstonia Mission, which acted as a sub-committee of the F.M.C. but with a considerable amount of independence, and on which business men outnumbered ministers by roughly two to one,<sup>34</sup> was determined not to be taken advantage of by any recalcitrant artisans.

Ministers and doctors on the other hand were treated as "gentlemen", and instead of being required to sign a legal contract normally received a letter from the secretary intimating that they had been appointed. In 1890, for example, Dr Smith, as secretary of the F.C.F.M.C., wrote to the Rev. George Steele, M.B., C.M., appointing him at a salary of £225, if unmarried, and of £300 should he marry, the salary to be payable from the date of sailing.<sup>35</sup> There is no mention of half salary until the date of arrival in Africa, as with the artisan Peter McCallum.

In 1893, the Rev. A. G. MacAlpine received a letter from Dr Smith appointing him for five years. No £100 penalty clause was included, but it was stated that if he broke his period of service before five years were up he would be liable for the return of the advance on his outfit allowance and of his passage money out, and he would not receive his passage home. Six months' notice might be given on either side. The letter included the statement that MacAlpine's first and constant duty was to master the language and when that had been done he was to become a member of the Mission council.<sup>36</sup> At this time, the Mission council consisted only of doctors and ministers and they were eligible on attaining proficiency in the local language. The artisans were not given a place on the council whatever their linguistic attainments. They were considered to be on a different plane from the doctors and ministers and a minute of the home committee, referring to Miss Jane Waterston (of whom more later) raised the question whether she was to be treated, so far as her ration allowance was concerned, as an "artisan" or as a "missionary".<sup>37</sup>

A letter similar to that sent to the Rev. A. G. MacAlpine went to the Rev. Alexander Dewar on the same date. Four years later, when Alfred Roby Fletcher, B.Sc., M.B., C.M., was appointed, at a salary of £250 unmarried, £330 married, he was notified by letter

<sup>33</sup> NLS, MS. 7899 R. McClure to R. Laws, 17 May 1892; 15 Feb. 1893; 2 May 1893.

<sup>34</sup> NLS, MS. 7912 (back pages). In 1896 the Livingstonia Sub-Com. had 44 members of whom 15 were ordained.

<sup>35</sup> MNA, MS. L1.1/1/2/11(h).

<sup>36</sup> MNA, MS. L1.1/1/2/11(h).

<sup>37</sup> NLS, MS. 7912. Minutes of Livingstonia Sub-Com., 6 Feb. 1880.

signed both by Lord Overtoun and by Dr Smith. No £100 penalty clause is mentioned. Dr Francis Innes, appointed in 1899, and Dr J. A. Chisholm, in the following year, both received letters signed by Dr Smith. Neither letter contained the penalty clause but in the case of Dr Chisholm his salary was to be £330 as a married man, from the date of arrival at Chinde. From the date of sailing until arrival at Chinde, his salary was to be not at half rate, as with Peter McCallum, but at the rate of £280 p.a. Similarly, the following year, Dr Ernest Boxer was to receive a salary of £250 p.a., with £200 from the date of sailing until arrival at Chinde.<sup>38</sup>

The question of marriage by members of mission staff was a vexed one. On his first furlough, Dr Laws strongly opposed the idea that Dr Walter Elmslie and Dr Kerr Cross should marry in Scotland and be accompanied by their wives on the journey out. Dr Cross and his fiancée in particular would have preferred to marry at home, but in the end both Miss Grant of Wick, Dr Emslie's fiancée, and Miss Gibson of Mount Florida, who was engaged to Dr Cross, travelled out in 1886 under the care of Dr and Mrs Laws, their future husbands having preceded them in 1884 and 1885 respectively.<sup>39</sup> The Rev. George Henry, M.A., M.B., C.M., incurred the displeasure of the committee in 1887 because he got married before leaving home without informing the Committee of his intention. It was agreed that Dr Smith should write to Dr Henry "pointing out his error in not being candid".<sup>40</sup> Dr Henry travelled out on his own and when his wife expressed the desire to join her husband some six months later the committee took the view that it could not recommend this step to her "because of the troubled state of Central Africa", but agreed to pay her passage should she nevertheless decide to go.<sup>41</sup>

As to the marriage of artisans on the staff, the committee decided in April 1886, at a meeting at which Laws himself was present shortly before the end of his first furlough, that it was not desirable that artisans should marry during their first five years. If an artisan re-engaged for a second term then it might be advisable "to allow him to have a wife with him, and to pay her passage second class".<sup>42</sup>

The committee in the early days had good reason to be hesitant about exposing the so-called "weaker sex" to the dangers of malaria and other tropical diseases, but one feels that they failed to recognise that a married man would be more likely to settle for a longer term of service. Apart from wives no woman missionary was

<sup>38</sup> MNA, MS. LI.1/1/2/1/11(i); 1/1/2/11(g); 1/1/2/11(c); 1/1/2/11(d).

<sup>39</sup> NLS, MS. Acc. 9220 (1) (ii), Elmslie to Laws, 7 June and 12 Dec. 1884; and 9220 (1) (iii), Cross to Laws, 10 June, 4 July and 11 July 1885.

<sup>40</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 7 Nov. 1887.

<sup>41</sup> *Ibid.*, 10 April 1888.

<sup>42</sup> *Ibid.*, 27 April 1886.

sent out prior to 1894 with the exception of Miss Jane Waterston, whose time at Livingstonia was extremely short; but she did have medical and nursing qualifications, and was a friend of Dr and Mrs Stewart of Lovedale, where she had done excellent work in the education of African girls and as warden of a girls' hostel. In 1873, after some six years at Lovedale, she responded to the plea of her parents to revisit Scotland, and resolved at the same time to further her medical education and then to "go up country". (No venue is stated and this was before the Livingstonia Mission had been suggested at all.) Her early training in nursing had been in Glasgow, where it is said that she had acted as dresser to Lister, and now at Cape Town she took a refresher course in nursing before embarking for home. It was not possible at that time for a woman to graduate in medicine at a university and after studying at Elizabeth Garret Anderson's hospital in London Jane Waterston went to the Rotunda Hospital in Dublin in 1877, and specialised in midwifery, gynaecology and ophthalmic surgery. She qualified as an L.K.Q.C.P.I. (Licentiate of King's and Queen's College of Physicians, Ireland), and also became a licentiate in midwifery in London. By September 1878, her name was on the medical register.<sup>43</sup>

On 5 December 1878, the Livingstonia committee appointed her as female assistant at the Mission, her duties to include "the management of a boarding school for native girls and assistance to the medical men". It was a five-year appointment, with a commencing salary of £150 rising in two stages to £200 p.a., plus rations, and free passage, to and from the station, "in common with the other members of the Livingstonia staff". The Ladies' Association was to be responsible for her salary.<sup>44</sup>

Miss Waterston reached Cape Maclear, where the Mission was then situated, on 11 November 1879. Margaret Gray, who had become Mrs Robert Laws at Blantyre a few weeks previously, had reached Livingstonia shortly before this, but the two ladies had travelled out separately, and by different routes. On 6 February 1880, the home committee learned of Miss Waterston's arrival in the field and it was then that, realising that she was drawing "artisans' rations", the committee expressed the view that "Miss Waterston should rank as a missionary".<sup>45</sup>

Miss Waterston wrote of being most warmly received at Cape Maclear, and it must have come as a shock to the committee to learn four months later that Miss Waterston had resigned and

<sup>43</sup> Sheila M. Brock, "A Broad, Strong Life: Dr Jane Waterston", in *The Enterprising Scot* (H.M.S.O., 1986), 75-87.

<sup>44</sup> NLS, MS. 7913, Minutes of Livingstonia Sub-Com., 5 Dec. 1878.

<sup>45</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com. 6 Feb. 1880.

returned to Lovedale.<sup>46</sup> A letter from Dr Laws recommended that her resignation should be accepted "so far as Livingstonia is concerned".<sup>47</sup> This dry record gives nothing away, but some further light is shed on the situation from two other sources. One is the private diary kept daily by Dr Laws at this time. Not surprisingly, this presents the picture from Dr Laws' point of view. It passes a harsh judgment on Miss Waterston.

The entry for 20 March 1880 mentions the departure from Cape Maclear of the "Ilala" with Allan Simpson and Archibald Millar on board setting out on the first stage of their journey home, Simpson having come out in 1875, and done good work since. Millar, who joined the party in 1876 is similarly commended. The diary then records that Miss Waterston went also some four months after arrival, and adds "And what of her work? No one who has been in the Mission said more about what he was to do before leaving home and honestly I do not think that any member of the mission has done less. Honest, good, hard, self-denying work is what is required here and in these respects compared with her engagement her work has been found wanting. It is true that we might have had worse but certainly there have been many better".<sup>48</sup>

The other source of evidence, and one much more favourable to Miss Waterston, is the Stewart Papers at Lovedale which reveal a strong personality clash between Mrs Laws and Miss Waterston, who felt that both Dr and Mrs Laws had made unkind innuendos suggesting that she had come out to Livingstonia in search of a husband.<sup>49</sup> It is clear that with her considerable medical qualifications and experience Miss Waterston was disappointed not to have been used more in medical cases by Dr Laws. It seems likely also that a woman with the ability and drive which Miss Waterston undoubtedly possessed, qualities which are manifest from her subsequent career, would not find it easy to occupy a subordinate position under Dr Laws, or to be completely at home in what was essentially at that time very much a man's world. Dr Laws would seem to have missed an excellent opportunity of expanding the medical work particularly among the women and girls of the Nyasa region. It is, however, pleasant to record that some fourteen years later, when Malcolm Moffat in South Africa applied to serve with the Mission, Dr Laws recommended his appointment to the home committee conditionally on his passing a medical examination by

<sup>46</sup> *Letters of Jane E. Waterston from 1866-1905* (Van Riebeeck Society, Cape Town, 1983), letters to Dr Stewart 10 Nov. 1879; 14 Feb. 1880.

<sup>47</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 2 June 1880.

<sup>48</sup> Edinburgh University Library, Special Collection, GEN. 561/2, Laws' Diary, 20 March 1880.

<sup>49</sup> Sheila Brock, *op. cit.*, 82. I am indebted to Dr Sheila Brock for drawing my attention to the evidence in the Stewart Papers at Lovedale.



Dr (Miss) Waterston at Cape Town, where the latter had set up practice some years earlier.<sup>50</sup>

By her early resignation Miss Waterston might have been held liable to repay her travelling expenses to the Mission, but, after some months' delay, the Livingstonia sub-committee resolved not to exact the penalty from Miss Waterston. This decision was reaffirmed on 4 April 1881, when it was also agreed to repay to Miss Waterston £27 for medical stores which she had given to Dr Laws as a contribution towards her passage money.<sup>51</sup>

It was remitted to the Ladies' Association to find a successor to Miss Waterston. The salary proposed was £60 rising to £80, plus £25 p.a. for rations, as against the £150 rising to £200 which had been agreed with Miss Waterston. Perhaps had the committee been more generous they would have found a successor more easily.<sup>52</sup> As it was, it was not until 1894 that another unmarried woman was appointed, Miss Lizzie Stewart, who went out as a teacher. Her appointment was made by a letter dated 9 May 1894, signed by both Lord Overtoun and by Dr Smith. The appointment was for five years at £120 p.a. and she was to sail with Dr Laws and party from London on 26 May. No £100 penalty was mentioned for breach of contract, but should Miss Stewart marry this would be regarded as the equivalent of voluntary resignation.<sup>53</sup> It was stated that Miss Stewart was to undertake "Evangelistic, Industrial and Educational work" and she was referred to as a "Class 4 missionary", an expression which comes from the revised rules for missionaries in Central Africa, submitted by the F.M.C. to the General Assembly of 1894 and duly approved. There were to be four categories: ordained and medical missionaries; graduates in Arts or Science, or certificated teachers; artisans or uncertificated teachers; and women missionaries, "whose duty it shall be to assist evangelistic, industrial and educational work among women and girls". (Provision was also made in these rules for giving missionaries of classes 2, 3 or 4, limited representation on the Mission council. The council itself was empowered to submit to the home committee not more than four names of missionaries in these classes, after at least six years, for appointment to the council for not more than three years. Any appeals were to be made to the home Committee.<sup>54</sup>)

In 1897 a letter of appointment, almost identical to that sent to Miss Stewart, was sent to Miss Maria Jackson, nurse, and in July

<sup>50</sup> NLS, MS. 7913, Minutes of Livingstonia Sub-Com., 12 July 1894, §22, Letter from Dr Laws.

<sup>51</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 9 Nov. 1880, 4 April 1881; MS. 7751, R. Young to Miss Waterston, 8 June 1881.

<sup>52</sup> NLS, MS. 7912, Minutes of 2 June 1880.

<sup>53</sup> MNA, MS. LI.1/1/2/11(h).

<sup>54</sup> *F.C.G.A. Report* (1894) Appendix iii, 105.

of that year Miss Margaret McCallum, also a nurse, was appointed. She was encouraged to study the local language (but there was no word of a seat on the Mission council as a reward for attaining proficiency in it). In Miss McCallum's case, it was laid down that should she resign, other than for reasons of health, after one year, she should refund her passage money and outfit allowance in full; if after two years, she should refund three-quarters; if after three years, a half; and if after four years, one quarter of the cost of passage out and the advance on her outfit allowance.<sup>55</sup>

The laying down of a graduated scale of repayments seems to have become standard practice, and such a scale was mentioned in the letter appointing Miss Mary Fleming, nurse, in 1900, and Miss Jessie Fiddes, teacher, in 1903.<sup>56</sup> In the event, Miss Fleming was invalided home after five years, and the other four ladies managed to avoid the penalties involved in getting married by taking care to marry members of the mission staff.<sup>57</sup> They thereby lost their right to a passage home on their own account but would qualify to receive it as the wives of serving missionaries.

The rather stringent conditions of service laid down by the Mission committee seem to have been generally accepted by the group whom, for convenience, have been called "artisans". For example, when J. B. McCurrie was summarily dismissed by Dr Laws in 1887, because, under some provocation, he had discharged a fowling piece in the general direction of some African workers and caused a number of injuries, McCurrie himself accepted the dismissal without protest. According to the *Bandawe Journal*, written admittedly by Laws himself or under his supervision, it is stated that "Every member concurred [in the dismissal] and Mr McCurrie acknowledged its justice and leniency". Later, when the matter came before the home committee they approved the action of Dr Laws but decided that the repayment of his passage money by McCurrie should not be pressed if he were unable to pay.<sup>58</sup> This is in pleasant contrast to the recommendation, made by Dr Laws, and agreed by the home Committee in April 1881, that J. Paterson, engineer, and Robert Reid, carpenter, both of whom had fever, should be allowed to break their engagement after three years "on paying their own passage home".<sup>59</sup> They were subsequently invalided home by Dr Laws and it is to be hoped that, in view of this, their passage money was paid for them.

<sup>55</sup> MNA, MS. LI.1/1/2/11(g), and LI.1/1/2/11(f).

<sup>56</sup> *Ibid.* MS. LI.1/1/2/11(i), and LI.1/1/2/11(h).

<sup>57</sup> Donald Fraser, *Livingstonia — The Story of our Mission* (Edinburgh, 1915), 87, 88. (Miss Stewart married the Rev. R. D. McMinn; Miss McCallum the Rev. Charles Stuart; Miss Jackson the Rev. M. Moffat; and Miss Fiddes the Rev. Cullen Young.)

<sup>58</sup> NLS, MS. 7911, *Bandawe Journal*, 16 Sept. 1887; NLS, MS. 7912, Minutes of Livingstonia Sub-Com. 31 Jan. 1888.

<sup>59</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 4 April, 1881.

There is one other set of circumstances in which the "gentlemen", so to speak, received much more favourable treatment than the "artisans". More correctly, it should be said that their relatives received more favourable treatment, especially when a member of mission staff died on service. What happened when the artisan Hugh MacIntosh died may be contrasted with what happened when the death occurred of the Rev. J. A. Bain.

In 1886 Hugh MacIntosh, a carpenter from the Dunning/Auchterarder area of Perthshire, who had been selected by Dr Laws himself before the end of his first furlough, was sent out hurriedly without a medical examination by either Dr Peden or Dr Macewan, because the services of a carpenter were urgently required. The contract was dated 8 June 1886, and the salary agreed was £110 p.a. rising over five years to £140.<sup>60</sup> The Glasgow committee did not meet that year between April and October so that MacIntosh's appointment was not approved by the committee until 12 October, by which time he was well on his way. Six months later, the committee learned that he had died soon after reaching Livingstonia. The Rev. J. A. Bain, who had had MacIntosh quite briefly as a colleague at Chirenji, to the north-west of the lake, wrote to Dr Laws in terms of warm appreciation. MacIntosh, he said, had been a "true and faithful friend" and was "a great favourite with the natives".<sup>61</sup>

A few months later, in May 1887, £25 was sent on Dr Smith's instructions to Mrs Elizabeth MacIntosh, Carlaverock, Auchterarder.<sup>62</sup> It is not stated whether this was an ex-gratia payment but more probably it was the salary due to her late husband for the quarter in which he died. In July, the committee had before them a letter from the Free Church minister of Dunning regarding MacIntosh's widow, and it was stated in committee that Mrs MacIntosh had received the full salary due to her husband for the quarter into which he had entered before his death. It was agreed, however, that Dr Smith should pay a further £50 towards the education of the MacIntosh children.<sup>63</sup>

At the beginning of August, Dr Smith wrote to Dr Laws in these terms: "I have paid Mr MacIntosh's widow £25 and she and her minister are pressing for a year's salary. I decided to give her £30 more but have power to go the length of £50 more. The case is exceptional and cannot recur. The others were in sore straits [for a carpenter?] when he applied. . . . I will put the money in trust with the Kirk Session of Aberuthven where the widow and children are

<sup>60</sup> MNA, MS. L1.1/1/2/1/11(i).

<sup>61</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 12 Oct. 1886; 18 April 1887; NLS, MS. 7890, J. A. Bain to Dr Laws, 18 Jan. 1887.

<sup>62</sup> NLS, MS. 7753/337, Letter to Mrs MacIntosh, 28 May 1887.

<sup>63</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 5 July 1887.

to settle at Martinmas with *her* Mother''.<sup>64</sup> At its November meeting the Glasgow committee agreed that £50 should be paid for the education of the MacIntosh children in five annual instalments by the kirk session of Aberuthven, and the session records reveal that the children were three in number.<sup>65</sup> It will be seen that in making any provision at all for MacIntosh's widow and family the committee were doing more than they were legally obliged to do, but it can also be seen that they did so with considerable caution.

In contrast to this, when the Rev. J. A. Bain died of fever and nephritis on 16 May 1889 just before coming home on furlough after five and a half years in Central Africa, the committee showed much more concern for the welfare of his mother. Bain was a minister and his mother a minister's widow. It was stated in committee that except for her married daughter, Mrs Tonachy, Mrs Bain's other children were "not in a position to help" and that, should Mr Tonachy retire, it would be difficult for Mrs Tonachy to help her mother. This would leave Mrs Bain with her Widows' Fund pension of £48 p.a. A sub-committee set up to consider what financial help could be given to Mrs Bain recommended that the cost of Mr Bain's passage home and his furlough money of £300 be made the basis of a fund to provide an annuity for his mother. She was sixty-two and it was stated that £600 of capital would be required to provide £50 p.a. for life for a woman of that age. The committee agreed to give £300 as the basis of such a fund and to make an appeal for the rest. Provision for Mrs Bain was in the forefront of the committee's mind but they did agree that any capital raised would, after Mrs Bain had been provided for, enable provision to be made in the future for the widows and families of evangelists who were not eligible to benefit from the Widows' Fund. This was in November 1889. £1,200 was set as the aim in what was called the "J. Alexander Bain Memorial Fund" and within two months £1,186 had been raised.<sup>66</sup> By April 1890, it had reached £1,306.<sup>67</sup>

On the one hand, Mrs MacIntosh received the quarter's salary due to her husband and the sum of £50 spread over five years for the education of her three children. Mrs Bain, by contrast, would appear to have received £50 p.a. for life, and this was in addition to her existing annuity of £48 p.a.

The Livingstonia Mission, during the thirty years under review, and indeed for a long time thereafter, was run in the main

<sup>64</sup> NLS, MS. 7898, G. Smith to R. Laws, 1 Aug. 1887.

<sup>65</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com. 7 Nov. 1887; SRO, CH3/692/2, Kirk Session of Aberuthven F.C. Minutes, 1 Dec. 1887.

<sup>66</sup> NLS, MS. 7912, Minutes of Livingstonia Sub-Com., 15 Oct. 1889; 28 Nov. 1889; and 28 Jan. 1890.

<sup>67</sup> NLS, MS. 7898, G. Smith to R. Laws, 9 April 1890.



by businessmen of Christian conviction from the west of Scotland. They had vision, they had drive, they were master of the technique of raising money for their cause, and they had a genuine desire to see the slave trade stamped out in Central Africa and the Christian Gospel preached to the thousands there who had not heard it. It is perhaps unreasonable to think that they could have acted other than as men of their own day in their attitudes to people of different social backgrounds, and yet one might have hoped that a group so devoted to the furtherance of the Gospel would have differentiated less than they did in their treatment of ministers and doctors on the one hand, and those known generically as "artisans" on the other.

